

(Caption of Case)

Example: Application for a Class C Charter Certificate from
John Doe dba Doe's Limo

**Application of "FireMan's Carry LLC" for Class E
Household Goods Certificate**

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

TRANSPORTATION COVER SHEET

**DOCKET
NUMBER: 2012 - 363 - T**

If this is your first time filing an application with the PSC, you will not have a Docket Number. The Commission will assign one to you. If you have filed with the Commission before, a Docket Number was assigned and should be entered above.

(Please type or print) **Submitted by:** Matthew E. Pecoy, McGrath Law Firm

Telephone: 843-606-2755

Address: 100 Queensborough Blvd #201
Mt. Pleasant, SC 29464

Fax: 843-388-7203

Other:

Email: mpecoy@mcgrathlawfirm.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

NATURE OF ACTION (Check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Application - Class A/A Restricted | <input type="checkbox"/> Request for Name Change on Certificate |
| <input type="checkbox"/> Application - Class C Taxi | <input type="checkbox"/> Request to Amend Scope of Authority |
| <input type="checkbox"/> Application - Class C Charter | <input type="checkbox"/> Request to Amend Tariff (rate increase, etc.) |
| <input type="checkbox"/> Application - Class C Charter Bus | <input type="checkbox"/> Request to Amend Passenger Limit |
| <input type="checkbox"/> Application - Class C Non-Emergency | <input type="checkbox"/> Request |
| <input type="checkbox"/> Application - Class C Stretcher Van | <input type="checkbox"/> Exhibit |
| <input checked="" type="checkbox"/> Application - Class E Household Goods | <input type="checkbox"/> Late-Filed Exhibit |
| <input type="checkbox"/> Application - Class E Hazardous Waste | <input type="checkbox"/> Letter |
| <input type="checkbox"/> Application | <input type="checkbox"/> Proposed Order |
| <input type="checkbox"/> Request for Extension to Comply with Order | <input type="checkbox"/> Publisher's Affidavit |
| <input type="checkbox"/> Request for Order Granting Authority to Obtain a Certificate of Public Convenience and Necessity to be Rescinded | <input type="checkbox"/> Reservation Letter |
| <input type="checkbox"/> Request for Cancellation of Certificate | <input type="checkbox"/> Response |
| <input type="checkbox"/> Request for Suspension | <input type="checkbox"/> Return to Petition |
| <input type="checkbox"/> Request for Reinstatement | <input checked="" type="checkbox"/> Other: <u>Second Amended Application</u> |

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210
(Mailing address: Post Office Drawer 11649, Columbia, SC 29211)

Phone: (803) 896-5100 FAX: (803) 896-5199

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR OPERATION OF
MOTOR VEHICLE CARRIER

Select Class: (Check one)

Date: 1 April 2013

- ☒ E (HHG) - Household Goods
☐ E (HAZ) - Hazardous Material

IMPORTANT! If application is to amend scope of authority, a current annual report must be on file with the Commission **before** application will be accepted. If application is for a NEW CERTIFICATE, do not submit annual report.

Check one:

- ☒ New Application
☐ Amended Scope of Authority

Current Scope:
(list counties)

Amended Scope:
(list counties)

1. Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

FireMan's Carry LLC

46 Kennedy St. Charleston, SC 29403

Street Address of Applicant

Mailing Address of Applicant (if different from street address)

843-364-8658

Phone

FAX

firemanscarrymovers@gmail.com

Email Address

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

3. Select Entity Type: (Check one)

- ☐ Individual Owner/Sole Proprietorship
- ☐ Partnership - List names and address of all person having an interest in the business.
- ☐ Corporation - List names and addresses of two principal officers.

LLC: David Fleming, President

Todd Delamielleure, Director of Business Development

4. Applicant proposes to operate service as follows: (Check one.)

- ☒ Intrastate Only ☐ Interstate Only ☐ Both

5. Is applicant certified to provide **intrastate** transportation of household goods in another state: (Check one.)

- ☐ Yes ☒ No

If yes, attach a letter from the regulatory agency in the state(s) stating applicant is in compliance with the rules and regulations of said state agency.

6. Has applicant been convicted of operating with no intrastate household goods authority or failure to abide by the rules and regulations pertaining to the intrastate transportation of household goods in this state or any other state? (Check one.)

- ☐ Yes ☒ No

If yes, list dates and nature of convictions below.

7. Has applicant ever had a certificate authorizing the transportation of household goods revoked in this state or any other state? (Check one.)

- ☐ Yes ☒ No

If yes, list dates and nature of revocations below.

licant is financially able to furnish the services as specified in this application and submits the following
 ment of assets and liabilities.

BALANCE SHEET

Balance at Time Application is Filed:
 Month April Year 2013

Assets:

sh	500
ceivables	
al Estate	
ildings and Equipment (Net)	300
tor Vehicles (Net)	2000
age Equipment (Net)	
achinery and Tools (Net)	100
plies on Hand	300
oids and Other Assets	
al Assets *	3200
<u>Liabilities and Equity:</u>	
ounts Payable	
s Payable	
gages Payable	
oment Obligations	
ed Salaries and Wages	
· Accrued Obligations	
· Liabilities	
Liabilities	0
al Stock	4000
ed Earnings	(800)
Equity	3200
Liabilities and Equity *	3200

Assets = Total Liabilities and Equity

PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

\$90 PER HOUR , MINIMUM 4 HOURS

*FOR FULL RATE LIST PLEASE REFERENCE ATTACHED BILL OF LADING AND TARIFF

COMMODITIES TO BE TRANSPORTED AND AREA(S) TO BE SERVED

Commodities to be Transported: (Check one)

☒ Household Goods, as defined in R103-210(1)

☐ Hazardous Wastes, as defined in R103-210(2)

Requested Scope of Authority: Check all counties in which you are requesting permission to operate.

You will only be allowed to operate in those counties checked below. You may request "Statewide" authority if you intend to operate in all counties in South Carolina.

- | | | | | |
|-------------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> Abbeville | <input type="checkbox"/> Cherokee | <input type="checkbox"/> Florence | <input type="checkbox"/> Lee | <input type="checkbox"/> Saluda |
| <input type="checkbox"/> Aiken | <input type="checkbox"/> Chester | <input type="checkbox"/> Georgetown | <input type="checkbox"/> Lexington | <input type="checkbox"/> Spartanburg |
| <input type="checkbox"/> Allendale | <input type="checkbox"/> Chesterfield | <input type="checkbox"/> Greenville | <input type="checkbox"/> Marion | <input type="checkbox"/> Sumter |
| <input type="checkbox"/> Anderson | <input type="checkbox"/> Clarendon | <input type="checkbox"/> Greenwood | <input type="checkbox"/> Marlboro | <input type="checkbox"/> Union |
| <input type="checkbox"/> Bamberg | <input type="checkbox"/> Colleton | <input type="checkbox"/> Hampton | <input type="checkbox"/> McCormick | <input type="checkbox"/> Williamsburg |
| <input type="checkbox"/> Barnwell | <input type="checkbox"/> Darlington | <input type="checkbox"/> Horry | <input type="checkbox"/> Newberry | <input type="checkbox"/> York |
| <input type="checkbox"/> Beaufort | <input type="checkbox"/> Dillon | <input type="checkbox"/> Jasper | <input type="checkbox"/> Oconee | |
| <input type="checkbox"/> Berkeley | <input type="checkbox"/> Dorchester | <input type="checkbox"/> Kershaw | <input type="checkbox"/> Orangeburg | <input checked="" type="checkbox"/> Statewide |
| <input type="checkbox"/> Calhoun | <input type="checkbox"/> Edgefield | <input type="checkbox"/> Lancaster | <input type="checkbox"/> Pickens | |
| <input type="checkbox"/> Charleston | <input type="checkbox"/> Fairfield | <input type="checkbox"/> Laurens | <input type="checkbox"/> Richland | |

DESCRIPTION OF EQUIPMENT

You are **not** required to own a vehicle to file an application. However, prior to being issued a certificate by ORS, you will be required to have obtained a vehicle.

MAKE	YEAR & MODEL	VIN#	EMPTY WEIGHT
FORD	1995 F-150	1FTEX15H65CK14617	6050

INSURANCE QUOTE

This form **MUST BE COMPLETED AND SIGNED** by an **AUTHORIZED INSURANCE COMPANY REPRESENTATIVE**. The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. THIS IS ONLY A QUOTE.

The following insurance quote is for:

Fireman's Carry LLC

Name of Applicant

46 Kennedy Street, Charleston, SC 29403

Address of Applicant

Amount of Premium:

Limits Quoted: (See Below)

Liability Insurance \$ 2,479.00

Limits \$750K CSL, \$100K UM/UIM

Cargo Insurance \$ 1,000.00

Limits \$5K lmt, \$5K Disaster lmt

* Attach Certificate of Insurance if available.

Liability- National Casualty Co. & Cargo- Great American. Both through the broker Burns & Wilcox
Name of Insurance Company

Burns & Wilcox- 800 Arendell Street, Ste 200, Morehead City, NC 28557
Home Office Address of Company

I am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

3/11/13

Date



Authorized Insurance Company Representative's Signature

* Form E and Form H Certificates of Insurance are required to be filed with the Office of Regulatory Staff (ORS). The schedule of minimum limits for Household Goods carriers are listed below:

Vehicle liability for vehicles less than 10,000 lbs. GVWR	\$ 500,000
Vehicle liability for vehicles 10,000 lbs. or more GVWR	\$ 750,000
Cargo - For loss of or damage to property carried on any one motor vehicle	\$ 2,500
For loss of or damage to or aggregate of losses or damages of or to property occurring at any one time and place	\$ 5,000

NOTICE:

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact Vickie Coker with the Department of Motor Vehicles at (803) 896-8457.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at www.wcc.state.sc.us/self-insurance.

Exhibit Fit, Willing, and Able (FWA)

DAVID FLEMING, FIREMAN'S CARRY LLC

Name

U.S.D.O.T No.

ICC No.

1. Does Applicant have a Safety Rating from the U.S.D.O.T.?

☐ Yes ☒ No ☐ Pending (Submit when received.)

If Yes, indicate rating below and provide copy.

☐ Satisfactory ☐ Conditional ☐ Unsatisfactory

2. Have any of Applicant's drivers or vehicles been places "out of service" by Transport Police safety officers in the past twelve (12) months?

☐ Yes ☒ No

3. Are there currently any outstanding judgment(s) against the Applicant?

☐ Yes ☒ No

4. Is Applicant familiar with all statutes and regulations, including safety regulations and workers' compensation laws that govern for-hire motor carrier operations in South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

☒ Yes ☐ No

5. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith? (The Insurance Quote on Page 6 must be completed, listing current insurance premiums.)

☒ Yes ☐ No

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
POST OFFICE DRAWER 11649
COLUMBIA, SOUTH CAROLINA 29211

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 26, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 23A, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

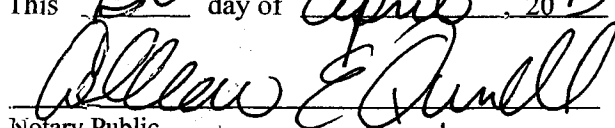


Applicant's Signature

PRESIDENT, FIREMAN'S CARRY LLC

Title of Applicant (e.g. President, Owner, etc.)

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

SWORN TO BEFORE ME
This 1st day of April, 2013

Notary Public
Commission Expires 2/8/2020

Detach, complete and remit AFTER your safety audit has been performed by State Transport Police.

DAVID FLEMING, FIREMAN'S CARRY LLC

Applicant's Name

Safety Certification

If your operations are subject to Safety Fitness Procedures of the Federal Motor Carrier Safety Regulations (FMCSR) (49 CFR Parts 100-199), even if you have not yet received a Safety Fitness Rating, you must certify as follows:

Applicant has access to and is familiar with all applicable U.S.D.O.T regulations relating to the safe operation of Commercial vehicles. In so certifying, applicant is verifying that, as a minimum, it:

1. Has in place a system and an individual responsible for ensuring overall compliance with the FMCSR and the HM regulations;
2. Can produce a copy of the FMCSR and the HM regulations;
3. Has in place a driver safety/orientation program;
4. Is familiar with the FMCSR governing driver qualifications and has in place a system for overseeing driver qualification requirements in accordance with 49 CFR Part 391.51C;
5. Has in place policies and procedures consistent with FMCSR governing driving and operational safety of commercial motor vehicles, including drivers' hours of service and vehicle inspection, repair, and maintenance (49 CFR Parts 392, 395 and 396);
6. Are in compliance with the Controlled Substance and Alcohol Use and Testing as stated in FMCSR (49 CFR Part 40, 382, if applicable).

Any applicant who certifies they are in compliance with FMCSR and/or the HM regulations and upon completion of a compliance review audit, is found not to be in compliance, may have its certificate revoked.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☐ Yes ☒ Not Applicable

Exempt Applicants - If you will operate only small vehicles (GVWR of 26,001 pounds or less) and do not transport hazardous materials in a quantity to require placarding under the HM regulations and are thus exempt from the FMCSR and HM regulation, you must certify as follows:

Applicant is familiar with and will observe FMCSR general operational safety fitness guidelines.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☐ Yes ☒ Not Applicable

I, DAVID FLEMING, verify under penalty of perjury under the laws of the State of South Carolina, that all information supplied on this form or relating to this application is true and correct. Further, I certify that I am qualified and authorized to file this application. I know that willful misstatements or omissions of material fact constitute criminal violations punishable by imprisonment and fines as prescribed by law. (Note: This oath embraces all schedules and supplemental filings to this application).

This 1st day of April, 2013

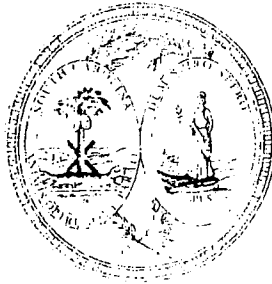
Colleen E. Currell
Notary Public

Commission Expires 2/8/2020

[Signature]
Applicant's Signature

Print Application

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

FIREMAN'S CARRY LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on September 17th, 2012, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
19th day of September, 2012.

Mark Hammond
Mark Hammond, Secretary of State

SEP 17 2012

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF ORGANIZATION
Limited Liability Company - Domestic
Filing Fee - \$110.00

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to S.C. Code of Laws §33-44-202 and §33-44-203.

1. The name of the limited liability company (Company ending must be included in name*)

FIREMAN'S CARRY LLC

*NOTE: The name of the limited liability company must contain one of the following endings: "limited liability company" or "limited company" or the abbreviation "L.L.C.", "LLC", L.C." "LC", or "Ltd. Co."

2. The address of the initial designated office of the limited liability company in South Carolina is

1337 Song Sparrow Way
Street Address
Hanahan SC
City 29410
Zip Code

3. The initial agent for service of process is

David Fleming Name [Signature] Signature of Agent

and the street address in South Carolina for this initial agent for service of process is

46 Kennedy St.
Street Address
Charleston SC
City 29403
Zip Code

4. List the name and address of each organizer. Only one than one.

(a) David Fleming
Name

46 Kennedy St.
Street Address

Charleston SC
City State 29403
Zip Code

(b) Todd Dehamielleure
Name

1337 Song Sparrow Way
Street Address

Hanahan SC
City State 29410
Zip Code

120917-0076

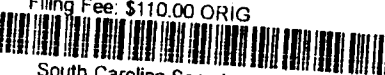
FIREMAN'S CARRY LLC

FILED: 09/17/2012

Filing Fee: \$110.00 ORIG

South Carolina Secretary of State

Mark Hammond



Name of Limited Liability Company _____

5. ☐ Check this box only if the company is to be a term company. If the company is a term company, provide the term specified. _____

6. ☐ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, include the name and address of each initial manager.

(a) _____
Name

Street Address

City State Zip Code

(b) _____
Name

Street Address

City State Zip Code

7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under §33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members. This provision is optional and does not have to be completed.

Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time.

Any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement may be included on a separate attachment. Please make reference to this section if you include a separate attachment.

8. Each organizer listed under number 4 must sign.

Todd R. [Signature]
Signature of Organizer
Todd Delmonico [Signature]
Signature of Organizer

September 14, 2012
Date
9/15/12
Date



FIREMAN'S CARRY MOVERS LLC TARIFF

46 KENNEDY ST.
CHARLESTON, SC 29403
(843)-364-8658

FIREMAN'S CARRY RATES FOR MOVING OF HOUSEHOLD GOODS FOR STATE OF SOUTH CAROLINA:

APPLICABILITY OF TARIFF

This tariff contains the regulations & rates applicable to the provision of intrastate household goods moves by FireMan's Carry Movers LLC. These services are furnished between points and places throughout all counties in the State of South Carolina.

I. TRANSPORTATION CHARGES

A. HOURLY RATES AND CHARGES

- BASE PRICE: \$90 per hour (INCLUDES 2 MEN & 1 MOVING TRUCK)
- There is a four hour minimum charge for all moves including travel time.
- An additional \$45 per hour is added onto the total cost per additional mover that is needed.
- Travel times are rounded up to the next half-hour.

B. EXTRA CHARGES & SERVICES

-The following charges shall be assessed in addition to the hourly rates previously quoted:

- Long carry = over 75 ft. from truck (\$50 per hour)
- Extra stops needed (\$25 per stop)
- Stair carry (\$25 per flight per hour)
- Piano move (\$250)
- Pool Table (\$250)
- Safes (\$250)
- Hot tubs (\$250)
- Unhook/hook up plumbed connections (\$20 each)

RECEIVED

MAY 20 2013

PSC SC
MAIL / DMS

C. PACKING & UNPACKING

- FireMan's Carry Movers LLC does not pack boxes. All boxes must be Packed by customer.
- Fireman's Carry Movers LLC is not responsible for contents of boxes which are packed by customers. Please label boxes containing fragile items.

D. WAITING TIME & ADDITIONAL STOPS

- The customer (shipper) is charged the rates specified in Sec. I-A. For all waiting time or delays not the fault of the carrier (FireMan's Carry).
- Additional stops are \$25 each stop.

II. RULES & REGULATIONS

A. CLAIMS

- All claims for loss or damage must be written and include the original customer copy of Bill of Lading Invoice.
- Claimant must immediately notify carrier of all claims of concealed damage. Carrier must be given a reasonable opportunity to inspect damaged items in original packing.
- ALL CLAIMS must be submitted to the carrier within 9 MONTHS of completion of move.

III. Bill of Lading

A. **Bill of Lading:** A Bill of Lading will be issued to all customers prior to or upon receipt of the customers household goods by FireMan's Carry LLC. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

FIREMAN'S CARRY LLC
46 KENNEDY ST
CHARLESTON SC 29403
843-364-8658
FIREMANSCARRYMOVERS@GMAIL.COM

SC PSC # : TBD

PAGE 1 of 3

CUSTOMER NAME: _____ TIME SUMMARY
START: _____
CUSTOMER PHONE: _____ STOP: _____
TOTAL HRS: _____

MOVING FROM:

MOVING TO:

MILEAGE TOTAL: _____

ADDITIONAL STOPS:

CUSTOMER INITIAL: _____

COMMENTS:

VALUATION: Customer is required to declare in writing the released value of property. The declared value of property is hereby specifically stated by the customer & confirmed by their signature herein to not exceed 60 cents/pound/article unless specifically excepted. Customer hereby declares valuation in excess of the above limits on the following articles: No additional valuation purchased:

MOVING DATE & TIME: _____

MOVING RATE _____ /HR.

OF MOVERS:

OF TRUCKS:

CUSTOMER SIGNATURE: _____

BILLING SUMMARY:

2 MEN, 1 TRUCK: \$90 /HR. FOUR HOUR MINIMUM

ITEMS: _____

ADDITIONAL MOVER: + 45 PER MOVER PER HOUR

ADDITIONAL CHARGES:

HOURS: _____

TOTAL CHARGES: \$

IMPORTANT: Sign below before the start of any service. The shipper, subject to & based on the rates, rules, regulations & conditions in the carriers lawfully published tariff hereby orders the carrier to furnish transportation facilities & services described herein subject to all conditions herein contained included valuation agreed or declared & the conditions contained on pages 2 & 3 on the BOL (Bill of Lading) are hereby agreed to by the shipper & accepted for themselves. The shipper agrees to pay charges in cash, check, credit card prior to the complete delivery.

DELIVERY RECEIPT: ALL GOODS
RECEIVED IN GOOD ORDER:

MOVE BOSS ID: _____

CUSTOMER INITIAL: _____

PAYMENT RECEIPT:

MOVE BOSS ID: _____

CUSTOMER INITIAL: _____

ADDITIONAL NOTES:

MOVE BOSS ID: _____

CUSTOMER SIG: _____

*SEE ALSO TERMS & CONDITIONS ATTACHED TO THIS BOL (BILL OF LADING)

(A) THE CARRIER OR PARTY IN POSSESSION OF ANY OF THE PROPERTY HEREIN DESCRIBED SHALL BE LIABLE AS AT A COMMON LAW FOR ANY THEREOF OR DAMAGE THERE TO.

PTIONS TO ABOVE LIABILITY FOR MECHANICAL, ELECTRICAL OR OTHER OPERATION OR FUNCTIONING, DELAYS, QUARANTINE, STORAGE- IN-TRANSIT OR CONTENTS OF PIECES OR CONTAINERS.

CARRIER OR PARTY IN POSSESSION OF ALL OR ANY OF THE PROPERTY HEREIN DESCRIBED SHALL BE LIABLE FOR ANY LOSS THEREOF OR THERE TO OR DELAY CAUSED BY THE ACT OF GOD, THE PUBLIC ENEMY, THE ACTS OF PUBLIC AUTHORITY, QUARANTINE, RIOTS, STRIKES, OF NAVIGATION, THE ACT OR DEFAULT OF THE SHIPPER OR OWNER, THE NATURE OF THE PROPERTY OR DEFECT OR INHERENT VICE THEREIN, IN CASE OF NEGLIGENCE OF THE CARRIER OR PARTY IN POSSESSION, NO CARRIER OR PARTY IN POSSESSION OF ALL OR ANY PART OF IT IS PACKED, KEPT, OR PACKED AND UNPACKED BY THE SHIPPER OR ITS AGENT. EXCEPT IN CASES OF NEGLIGENCE OF THE CARRIER OR THE PARTY IN POSSESSION, NO CARRIER OR PARTY IN POSSESSION OF ALL OR ANY OF THE PROPERTY HEREIN DESCRIBED SHALL BE LIABLE FOR DAMAGE TO OR LOSS OF ITEMS OF PIECES OF FURNITURE, CRATES, BUNDLES, CARTONS, BOXES, BARRELS OR OTHER CONTAINERS UNLESS SUCH CONTENTS ARE OPEN TO CARRIERS INSPECTION AND THEN ONLY FOR SUCH ARTICLES AS ARE SPECIFICALLY LISTED BY THE SHIPPER AND RECEIPTED FOR THE CARRIER AGENT.

CEPT IN CASES OF NEGLIGENCE OF THE CARRIER OR PARTY IN POSSESSION, THE CARRIER OR THE PARTY IN POSSESSION OF ANY OF THE PROPERTY HEREIN DESCRIBED SHOULD NOT BE LIABLE FOR DELAY CAUSED BY HIGHWAY OBSTRUCTION, OR FAULTY OR IMPASSIBLE HIGHWAY, OR CAPACITY OF ANY HIGHWAY, BRIDGE, OR FERRY, OR CAUSED BY BREAKDOWN OR MECHANICAL DEFECT OF VEHICLES OR EQUIPMENT. EXCEPT IN CASE OF NEGLIGENCE OF THE CARRIER OR PARTY IN POSSESSION THE CARRIER OR PARTY IN POSSESSION SHALL NOT BE LIABLE FOR THE DAMAGE, OR DELAY OCCURRING WHILE THE PROPERTY IS STOPPED AND HELD OR STORED IN TRANSIT UPON REQUEST OF THE SHIPPER, OWNER, OR ENTITLED TO MAKE SUCH REQUEST, WHETHER SUCH REQUEST WAS MADE BEFORE OR AFTER THE CARRIER COMES INTO POSSESSION OF THE PROPERTY.

USE OF QUARANTINE THE PROPERTY MAY BE DISCHARGED AT THE RISK AND THE EXPENSE OF THE OWNERS INTO QUARANTINE DEPOT OR THERE, AS REQUIRED BY QUARANTINE REGULATIONS, OR AUTHORITIES, AND IN SUCH CASE, CARRIERS RESPONSIBILITY SHALL CEASE WHEN THE PROPERTY IS SO DISCHARGED, OR PROPERTY MAY BE RETURNED BY CARRIER AT OWNERS EXPENSE TO SHIPPING POINT EARNING CHARGES BOTH QUARANTINE EXPENSES OF WHATEVER NATURE OR KIND UPON OR IN RESPECT TO PROPERTY SHALL BE BORN BY THE OWNERS OF THE PROPERTY THEREON. THE CARRIER SHALL NOT BE LIABLE FOR THE LOSS OR DAMAGE OF ANY KIND OCCASIONED BY QUARANTINE OR THE ENFORCEMENT THEREON. NO CARRIER SHALL BE LIABLE, EXCEPT IN CASE OF NEGLIGENCE, FOR ANY MISTAKE OR INACCURACY IN ANY INFORMATION FURNISHED BY THE CARRIER, ITS AGENTS, OR OFFICERS, AS TO QUARANTINE LAWS OR REGULATIONS. THE SHIPPER SHALL HOLD THE CARRIERS HARMLESS FROM ANY THEY MAY INCUR, OR DAMAGES THEY MAY BE REQUIRED TO PAY, BY REASON OF THE INTRODUCTION OF THE PROPERTY COVERED BY THIS INTO ANY PLACE AGAINST THE QUARANTINE LAWS OR REGULATION IN EFFECT AT SUCH PLACE.

CLAIMS PROCEDURE AND LIMITATIONS

NO CARRIER IS BOUND TO TRANSPORT SAID PROPERTY BY ANY PARTICULAR SCHEDULE, VEHICLE, TRAIN OR VESSEL OR OTHERWISE THAN REASONABLE DISPATCH. EVERY CARRIER SHALL HAVE THE RIGHT IN CASE OF PHYSICAL NECESSITY TO FORWARD SAID PROPERTY BY ANY OR ROUTE BETWEEN THE POINT OF SHIPMENT AND THE POINT OF DESTINATION. IN ALL CASES NOT PROHIBITED BY LAW, WHERE A LOWER ACTUAL VALUE HAS BEEN REPRESENTED IN WRITING BY THE SHIPPER OR HAS BEEN AGREED UPON IN WRITING AS THE RELEASE VALUE OF PROPERTY AS DETERMINED BY THE CLASSIFICATION OR TARIFFS UPON WHICH THE RATE IS BASED. SUCH LOWER VALUE SHALL BE MAXIMUM TO BE RECOVERED, WHETHER OR NOT SUCH LOSS OR DAMAGE OCCURS FROM NEGLIGENCE.

CONDITION PRECEDENT TO RECOVERY CLAIMS MUST BE FILED IN WRITING WITH THE RECEIVING OR DELIVERING CARRIER, OR CARRIER HIS BILL OF LADING OR CARRIER IN POSSESSION OF THE PROPERTY WHEN THE LOSS, DAMAGE, INJURY OR DELAY OCCURRED, WITHIN 9 AFTER DELIVERY OF THE PROPERTY (OR IN CASE OF PORT TRAFFIC WITHIN 9 MONTHS AFTER DELIVERS AT PORT) OR, IN CASE OF FAILURE TO DELIVERY, THEN WITHIN 9 MONTHS AFTER A REASONABLE TIME FOR DELIVERY HAS RELAPSED, AND SUITES SHALL BE INSTITUTED AGAINST ANY ONLY WITHIN 2 YEARS AND 1 DAY FROM THE DAY WHEN NOTICE IN WRITING IS GIVEN BY THE CARRIER TO THE CLAIMANT THAT THE CARRIER ALLOWED THE CLAIM OR ANY PART THEREOF SPECIFIED IN THE NOTICED WHEN CLAIMS ARE NOT FILED OR SUITES ARE NOT INSTITUTED IN ACCORDANCE WITH THE FORBEARING PROVISIONS, NO CARRIER HEREUNDER SHALL BE ABLE, AND SAID CLAIMS WILL NOT BE PAID. CARRIER OR PARTY LIABLE ON ACCOUNT OF LOSS OR DAMAGE TO ANY SAID PROPERTY SHALL HAVE THE FULL BENEFIT OF ANY INSURANCE HAVE BEEN AFFECTED ON OR UPON ACCOUNT OF SAID PROPERTY SO FAR AS THIS SHALL NOT AVOID THE POLICIES OR CONTRACTS OF

3: PROVIDED THAT THE CARRIER REIMBURSE THE CLAIMANT FOR THE PREMIUM PAID THEREON. CLAIM FOR LOSS, DAMAGE OR OVER CHARGE WHETHER MADE BY THE CONSIGNEE, CONSIGNOR OR A THIRD PARTY BENEFICIARY, SHALL BE IN AND SHALL BE ACCOMPANIED BY ORIGINAL PAID BILL OF TRANSPORTATION AND ORIGINAL BILL OF LADING, IF NOT PREVIOUSLY RED TO CARRIER. CARRIER MAY REQUIRE CERTIFIED OR SWORN STATEMENT OF CLAIM.

4: WHERE SUCH SERVICE IS REQUIRED AS THE RESULT OF CARRIER'S NEGLIGENCE, ALL PROPERTY SHALL BE SUBJECT TO NECESSARY REPAIR, PACKING AND REPACKING AT OWNER'S COST.

PROPERTY NOT RECEIVED BY THE PARTY ENTITLED TO RECEIVE IT WITHIN THE FREE TIME (IF ANY) ALLOWED BY TARIFFS LAWFULLY ON FILE TIME TO BE COMPUTED AS THEREIN PROVIDED) AFTER NOTICE OF THE ARRIVAL OF THE PROPERTY AT DESTINATION OR AT THE PORT OF INTENDED FOR EXPORT) HAS BEEN DUALY SENT OR GIVEN, AND AFTER PLACEMENT OF THE PROPERTY FOR THE DELIVERY AT DESTINATION, TENDER OF DELIVERY OF THE PROPERTY TO THE PARTY ENTITLED TO RECEIVE IT OR AT THE ADDRESS GIVEN FOR DELIVERY HAS BEEN BE KEPT IN VEHICLE, WAREHOUSE, OR PLACE OF BUSINESS OF THE CARRIER, SUBJECT TO THE TARIFF CHARGE FOR STORAGE AND RESPONSIBILITY AS WAREHOUSEMAN, ONLY, OR AT THE OPTION OF THE CARRIER, MAY BE REMOVED TO AND STORED IN A WAREHOUSE AT IF DELIVERY OR AT OTHER AVAILABLE POINTS, AT THE COST OF THE OWNER, AND THERE HELD WITHOUT LIABILITY ON THE PART OF THE AND SUBJECT TO A LEIN FOR ALL TRANSPORTATION AND OTHER LAWFUL CHARGES, INCLUDING A REASONABLE CHARGE FOR STORAGE. IN THE CONSIGNOR CANNOT BE FOUND AT THE ADDRESS GIVEN FOR DELIVERY, THEN IN THAT EVENT, NOTICE OF THE PLACING OF SUCH THE WAREHOUSE SHALL BE LEFT AT THE ADDRESS GIVEN FOR DELIVERY AND MAILED TO ANY OTHER ADDRESS GIVEN ON THE BILL OF LADING AREHOUSE, SHOWING THE WAREHOUSE IN WHICH SUCH PROPERTY HAS BEEN PLACED, SUBJECT TO THE PROVISIONS OF THIS PARAGRAPH.

ON PERISHABLE PROPERTY WHICH HAS BEEN TRANSPORTED TO DESTINATION HEREUNDER IS REFUSED BY CONSIGNEE OR THE PARTY RECEIVE IT UPON TENDER OF DELIVERY, OR SAID CONSIGNEE OR PARTY ENTITLED TO RECEIVE IT FAILS TO RECEIVE IT OR CLAIM 15 DAYS E OF ARRIVAL OF THE PROPERTY AT THE DESTINATION SHALL HAVE BEEN DUALY SENT OR GIVEN, THE CARRIER MAY SELL THE SAME AT ION TO THE HIGHEST BIDDER AT SUCH PLACE AS MAY BE DESIGNATED BY THE CARRIER; PROVIDED, THAT THE CARRIER SHALL HAVE 2, SENT, OR GIVEN TO THE CONSIGNOR NOTICE THAT THE PROPERTY HAS BEEN REFUSED OR REMAINS UNCLAIMED, AS THE CASE MAY BE, LL BE SUBJECT TO SALE UNDER THE TERMS OF BILL OF LADING IF DISPOSITION BE NOT ARRANGED FOR, AND SHALL HAVE PUBLISHED AINING DESCRIPTION OF THE PROPERTY, THE NAME OF THE PARTY TO WHOM THE CONSIGNMENT, AND THE TIME AND PLACE OF SELL, ONCE TWO SUCCESSIVE WEEKS, IN A NEWSPAPER OF GENERAL CIRCULATION AT THE PLACE OF SALE OR NEAREST PLACE WHERE SUCH

ARTICLES OF EXTRAORDINARY VALUE, DOCUMENTS, SPECIE

MOVER (CARRIER) WILL NOT RELINQUISH POSSESSIONS UNTIL ALL CHARGES ARE PAID
PAY THE ADVANCES, TARIFF CHARGES

ALL CLAIMS, DISPUTES OR CONTROVERSIES ARE SUBJECT TO ARBITRATION
 ARISING OUT OF OR RELATING TO THIS CONTRACT

DISPUTES OR CONTROVERSIES ARE SUBJECT TO ARBITRATION
WHICH CLAIMS BE FOUNDED IN TORT OR CONDUCT SHALL BE SETTLED IN ARBITRATION UNDER THE ARBITRATION LAW OF THE CARRIERS.
UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, PROVIDED HOWEVER, THAT UPON ANY SUCH ARBITRATOR OR
S MAY NOT VARY OR MODIFY ANY OF THE FOREGOING PROVISIONS.